

The City shall not be required to collect any special assessments or similar short-time changes in rate.

## Section 2.2 Communications with Employees

The Union shall be provided suitable space on bulletin boards at each work location for posting notices concerning official Union business.

## Section 2.3 Advance Notice

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given the opportunity to meet and confer with the appropriate management representatives. As used herein, "emergency" shall mean any situation in which proper management of the city requires immediate action, or in which immediate action is necessary for the preservation of life or property.

## Section 2.4 List of Union Employees

The City shall furnish to a representative designated by the Union, the name(s), initial rate of pay, classification and date of hire of employees newly appointed to the classifications set forth in Appendix "A" and employees leaving such classifications. The City, upon request of the Union, shall provide to a representative designated by the Union, a list reflecting current rates of pay for all employees in such classifications once per year.

## Section 2.5 Designation of Confidential Unit Employees

Positions in this unit in the areas of information technology, payroll, or providing support to the City Manager's Office, City Attorney's Office or a department head on a project basis are deemed to be confidential employees.

## Section 3. City Rights

(a) The City shall retain the full rights of management and the direction of its business and operations, except as expressly limited and set forth in writing in this MOU. Wherein a subject matter is covered by the MOU, the City will act in accordance with those sections.

(b) Nothing herein shall be construed to require the City to meet and confer on matters which are solely the function of management and which are not otherwise provided in this

Memorandum of Understanding or letters of understanding executed by the parties in relation to the Memorandum of Understanding. The rights of the City through its Council and management include, but are not limited to, the following:

- (1) To exclusively determine the mission of its constituent departments, commissions, and boards;
- (2) To set standards of service for the various City departments;
- (3) To determine the procedures and standards of selection for employment;
- (4) To establish grooming standards;
- (5) To lay off its employees from duty because of lack of work or other legitimate reasons;
- (6) To maintain the efficiency of governmental operations;
- (7) To determine the methods, means, and personnel by which governmental operations are to be conducted;
- (8) To determine the content and intent of job classifications;
- (9) To determine the methods of financing the operation of the various departments;
- (10) To determine the style and/or types of City-issued wearing apparel, equipment, or terminology to be used;
- (11) To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and allocate and assign work by which City operations are to be conducted;
- (12) To determine and change the locations and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract or subcontract any work or operations of the city;
- (13) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish work schedules and assignments;
- (14) To establish and modify productivity and performance standards for employees, and to require compliance therewith;
- (15) To discharge, suspend, demote, reprimand, withhold salary increases, or otherwise discipline employees for cause;

(16) To take all necessary actions to carry out its mission in emergencies.

It is a major purpose of this section to maximize the flexibility of the City to conduct its day-to-day operations.

(c) Prior to modification of the following subjects, the City shall meet and confer with the Union:

- (1) Minimum qualifications for classifications represented by the Union;
- (2) The content and intent of job classifications; provided, however, that it is understood that job descriptions used to describe the various duties of a classification do not preclude employees from being assigned to work not listed as a specific duty of that classification;
- (3) Licenses and certificates required for such classifications of employees;
- (4) Degrees of training required for such employees;
- (5) Grooming standards applicable to such employees;
- (6) Productivity and performance standards of such employees;
- (7) Styles and types of wearing apparel to be used on duty;
- (8) Size and composition of the work force within the bargaining unit;
- (9) Contracting or subcontracting of operations currently being performed by employees within the bargaining unit.
- (10) Changes by the City in scheduled days and hours of work, where such changes are anticipated to continue for a period of 30 calendar days or longer, and involve Saturday or Sunday work or involve a change in established scheduled working hours which result in an employee reporting to work prior to 7:00 AM or leaving after 6:00 PM.

The obligation of the City to meet and confer regarding the foregoing subjects shall not be construed to require that the City and the Union reach agreement prior to the implementation of the types of modifications described in this subsection.

(d) Nothing in this section shall be construed to excuse the City from the obligation to meet and confer with the Union regarding any subject or matter not set forth in this section where required to do so by statute.

(e) Neither the Union nor any employee within the bargaining unit shall contest through the grievance procedure the authority of the City under state or federal law to exercise the rights enumerated in subsection (b). Except as provided therein, the Union may use the courts

to contest the exercise of such authority.

#### Section 4. No Discrimination

There shall be no discrimination by either Union or City on any basis prohibited by state or federal law or City policy, or on account of any legitimate Union activity.

#### Section 5. Union Stewards and Official Representatives

##### Section 5.1 Stewards

(a) The Union shall be entitled to a reasonable number of stewards, who shall restrict their activities to the handling of grievances and shall be allowed a reasonable amount of time for this purpose. The Union shall notify the City Manager in writing of the names of the stewards.

Stewards shall obtain permission from their supervisors before leaving their work stations to resolve grievances. This provision shall not be used to prevent the stewards from performing their duties or obligations set forth in this section; provided, however, that the use of time for this purpose shall be reasonable and shall not interfere with the requirements of the City's services, as determined by the City.

(b) Activities such as soliciting for membership, collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature are strictly prohibited during working hours without the prior approval of the City Manager or his/her representative.

(c) In the event the City believes that the stewards are abusing the provisions of this section, it shall contact the Union or its representative to arrange a mutually acceptable time and place to investigate the City's complaint and to assure full compliance by the steward to the extent possible.

(d) Whenever an employee is required to meet with a supervisor and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have a Union representative present upon request. In the event the employee desires the presence of a Union representative, the City will contact the Union to arrange a mutually acceptable time to hold the meeting. Once scheduled, neither party shall be required to reschedule the meeting for the convenience of the other. This provision shall not prohibit the City from taking immediate action if, in City's opinion, immediate action is necessary, if the City contacts or makes good faith efforts to contact a Union representative or steward and meet with the representative or steward as soon as possible after the incident precipitating the action occurs.

##### Section 5.2 Representative of the Union

A qualified representative of the Union shall be allowed to visit the work location for the